

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Black, Manafort, Stone & Kelly Public Affairs Company		2. Registration No. 3600
3. Name of foreign principal The Government of Kenya	4. Principal address of foreign principal Ministry of Finance P.O. Box 30007 Nairobi, Kenya	

5. Indicate whether your foreign principal is one of the following type:

- ☒ Foreign government
- ☐ Foreign political party
- ☐ Foreign or ☐ domestic organization: If either, check one of the following:
- | | |
|--------------------------------------|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (specify) _____ |
- ☐ Individual—State his nationality _____

6. If the foreign principal is a foreign government, state:

- | | |
|---|---------------------|
| a) Branch or agency represented by the registrant. | Ministry of Finance |
| b) Name and title of official with whom registrant deals. | Charles S. Mbindyo |

7. If the foreign principal is a foreign political party, state:

- a) Principal address
- b) Name and title of official with whom the registrant deals.
- c) Principal aim

N/A

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8. If the foreign principal is not a foreign government or a foreign political party,

- a) State the nature of the business or activity of this foreign principal

N/A

b) Is this foreign principal

Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Subsidized in whole by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐


Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

Date of Exhibit A 5/12/89	Name and Title Nicholas A. Panuzio Chairman of the Board	Signature 
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INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant

Black, Manafort, Stone & Kelly
Public Affairs Company

Name of Foreign Principal

The Government of Kenya

Check Appropriate Boxes:

1. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
2. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. ☐ The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant will provide counsel, advice and assistance to the foreign principal with respect to public relations and mutual understanding between the Government of the United States and the Government of Kenya.

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INTERNAL SECURITY
SECTION
REGISTRATION UNIT

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant will provide counsel, advice and assistance to the foreign principal with respect to public relations and mutual understanding between the Government of the United States and the Government of Kenya.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?
Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

It is anticipated that the Registrant's activities will from time to time constitute "political activities" on behalf of the foreign principals. Such activities will be reported on the Registrant's Supplemental Statements as required by FARA.

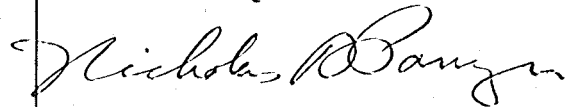
Date of Exhibit B

5/12/89

Name and Title

Nicholas A. Panuzio
Chairman of the Board

Signature



¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the government within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of the government of a foreign country or a foreign political party.

AGREEMENT

By this Agreement entered into on the 1st of April, 1989 between Black, Manafort, Stone & Kelly Public Affairs Company (hereinafter Consultants) and the Government of Kenya (hereinafter Client) the parties agree as follows:

1. Scope of Services. Consultants will provide professional services to the Client that will be of a general nature. Such services shall include, but not be limited to, the monitoring and lobbying of legislation in the Congress and the Executive Branch of the United States Government, participation in the development and implementation of a strategy to aid in the procurement of foreign assistance, U.S. investment, media relations and advancement of other goals of the client, as may be specified during the term of the relationship.
2. Term. The term of this Agreement will continue in force for one year.
3. Fees. In return for the performance of the services outlined herein, the Client agrees to compensate the Consultants in the base amount of \$500,000 U.S. The first payment of \$250,000 U.S. shall be payable upon execution of this Agreement. The second payment of \$250,000 U.S. shall be due on October 1, 1989, the six month anniversary date.

In addition to such fees, the Client will reimburse the Consultants for all extraordinary but necessary expenses, including such expenses as travel, telephone and extensive copying.

4. Miscellaneous Provisions.

- A. Notices. All notices provided for herein shall be sent via registered mail, postage prepaid and addressed as follows:

TO CONSULTANTS:

Paul J. Manafort
Black, Manafort, Stone & Kelly
211 North Union Street
Suite 300
Alexandria, Virginia 22314


TO CLIENT:

Charles S. Mbindyo
Permanent Secretary
Ministry of Finance
P.O. Box 30007
Nairobi, Kenya

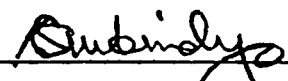
B. Governing Law. This Agreement shall be governed by the Commonwealth of Virginia both as to interpretation and performance.

IN WITNESS WHEREOF, the Parties hereto, by their respective and duly authorized officers, have hereunto set their names.

BLACK, MANAFORT, STONE & KELLY

By 
Paul J. Manafort

GOVERNMENT OF KENYA

By 
Charles S. Mbindyo